

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO**

**IN RE:**

**LA FAMILIA PRIMARY CARE, P.C.,**

**Case No. 23-10566-t11**

**A New Mexico Professional Corporation,**

**DEBTOR.**

**SECOND MODIFICATION TO DEBTOR'S CHAPTER 11, SUBCHAPTER V  
PLAN OF REORGANIZATION DATED JANUARY 31, 2024  
ONLY REGARDING SECTION 5.4 OF PLAN**

La Familia Primary Care, P.C. ("Debtor"), the Debtor and Debtor-in-Possession herein, hereby further modifies its Chapter 11, Subchapter V Plan of Reorganization dated January 31, 2024 [Doc. 94] as follows:

1. ARTICLE V, Section 5.4, (on Pages 11-12 of initial Plan) shall be replaced, in its entirety, with the following:

**Section 5.4 Class 4 General Unsecured Claim of NMB&T.** NMB&T is the lender under a line of credit promissory note ("*Promissory Note*") executed by Debtor, as borrower, guaranteed by Dr. Zmily, and secured by a mortgage on real property owned by Dr. Zmily and his wife, *Amal Atwah*, which property is rented by Debtor pursuant to a lease and on which Debtor's practice is located. *The real property referred to within this Section 5.4 of the Plan and upon which NMB&T holds a Line of Credit Mortgage (Doc. #202202285) is the real property and improvements located at 190 Hospital Drive in Raton, New Mexico ("NMB&T Collateral Property")*

Although NMB&T's claim is nonpriority and unsecured in this case, it is important for Debtor that the loan be paid in order to avoid foreclosure of the *NMB&T Collateral Property*, which would be very costly to Debtor's business. NMB&T will be paid \$4,000 per month during the pendency of the plan term. This amount shall be paid directly by Dr. Misbah Zmily, owner of the Debtor. NMB&T's claim will not be paid in full by the end of the Plan term. Dr. Zmily will continue to make payments of \$4,000.00 per month thereafter to NMB&T, until the claim has been paid in full. The *Promissory Note* shall continue to accrue interest at the contractual rate, and all other terms of the *Promissory Note*, *Commercial Guaranty*, and *Line of Credit Mortgage* shall continue to apply unless otherwise agreed between

NMB&T and Dr. Zmily, including requirements related to insurance, property taxes, etc. NMB&T's mortgage lien shall remain on the *NMB&T Collateral Property* until the *Promissory Note* is paid in full, at which time NMB&T shall release its mortgage.

For purposes of plan distribution, NMB&T will be included in Class 3 (General Unsecured Claims) and will be entitled to its *pro rata* share of any amounts to be distributed to the class consisting of general unsecured creditors, as if NMB&T were a member of Class 3. Any distribution received by NMB&T shall be applied *as provided in the Promissory Note, Commercial Guaranty, and Line of Credit Mortgage.*

NMB&T's claim against the *Debtor only and its liability under the Promissory Note* shall be discharged as per 11 USC §1192, upon either confirmation or upon payment in full of NMB&T's distribution, if any, under the Plan, whichever is applicable. *Said discharge in no way effects the obligations of Dr. Misbah Zmily to NMB&T pursuant to the Commercial Guaranty or the obligations of Dr. Misbah Zmily and Amal Atwah to NMB&T pursuant to the Line of Credit Mortgage dated June 15, 2022 and recorded on July 5, 2022 in the Colfax County Clerk's office (Doc # 202202285) or NMB&T's rights pursuant to either of those instruments.*

In the event there is a default by Dr. Zmily on the terms of payment provided in the plan, NMB&T may give written notice to Dr. Zmily, the Debtor, and Debtor's counsel, setting forth the specific default(s) and giving a twenty-day deadline from the date of receipt of the notice to cure the default. If the default is not timely cured, NMB&T shall be entitled to submit to the Bankruptcy Court an *ex parte* order modifying the automatic stay (if it is still in effect) to permit NMB&T to take any actions against the property provided by applicable nonbankruptcy law. *Any notice to be given to Dr. Zmily by NMB&T under this section or under the Promissory Note or related documents shall be sent to him at the following address or such other address that Dr. Zmily may later provide in writing to both NMB&T and its counsel, in writing, for such purpose:*

*Dr. Misbah Zmily  
19607 E. Fair Drive  
Aurora, CO 80016*

*(emphasis on changes from original added).*

2. The above modifications relate only to New Mexico Bank & Trust, and do not negatively affect any other creditor.
3. New Mexico Bank & Trust, through counsel, consents to these modifications.

Respectfully submitted,

BUSINESS LAW SOUTHWEST, LLC

/s/ Shay Elizabeth Meagle

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*Counsel for Debtor*

### **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Exhibit, along with the attachments, is being filed on the 1<sup>st</sup> day of April 2024, and will be served via the CM/ecf electronic service system to all persons who have registered for such service.

/s/ Shay Elizabeth Meagle

Shay Elizabeth Meagle